

APPENDIX.

This Policy Provides Benefits for Loss of Life, Limb,
Sight or Time by Accidental Means, or Loss of Time
by Sickness as Herein Provided.

(Cut)

No.

IN THE
MUTUAL (Cut) BENEFIT
HEALTH AND ACCIDENT
ASSOCIATION
Omaha

Issued To

Dated

Policy Form 68V

Business Men's Special Non-Prorating Policy.

This Policy Provides Benefits for Loss of Life, Limb,
Sight or Time by Accidental Means, or Loss of Time
by Sickness as Herein Provided.

MUTUAL (Cut) BENEFIT
HEALTH AND ACCIDENT
ASSOCIATION
Omaha

Monthly		Death Benefit	\$5,000
Benefits\$200.00	Maximum	
Maximum		Death Benefit	\$10,000
Monthly Benefits	\$400.00		

(Herein called Association)

Does Hereby Insure

Insuring Clause

Paul Miccolis (Herein called the Insured) of City of
Gary, State of Indiana, against loss of life, limb, sight or
time, resulting directly and independently of all other
causes, from bodily injuries sustained through purely Ac-

cidental Means (Suicide, sane or insane, is not covered), and against loss of time on account of disease contracted during the term of this Policy, respectively, subject, however, to all the provisions and limitations hereinafter contained.

Accidental Indemnities.

Part A.

Specific Losses.

If the Insured shall, through accidental means, sustain bodily injuries as described in the Insuring Clause, which shall, independently and exclusively of disease and all other causes, immediately, continuously and wholly disable the Insured from the date of the accident and result in any of the following specific losses within thirteen weeks, the Association will pay:

For Loss of Life\$5,000.00

And in addition, \$200 a month for that part of the period between the date of accident and the date of death.

For Loss of Both Eyes 5,000.00

For Loss of Both Hands 5,000.00

For Loss of Both Feet 5,000.00

For Loss of One Hand and One Foot .. 5,000.00

For Loss of Either Hand 1,500.00

For Loss of Either Foot 1,500.00

For Loss of Either Eye 1,500.00

Loss in every case referred to in the above schedule for dismemberment of hands and feet shall mean severance at or above the wrist or above the ankle joint, respectively, and the loss of eye or eyes shall mean the total and irrecoverable loss of entire sight thereof. Only one of the amounts named in this part will be paid for injuries resulting from one accident, and shall be in lieu of all other indemnity.

Part B.

Double Specific Losses.

If the Insured sustains injuries as described in the Insuring Clause, while riding as a fare paying passenger, within the enclosed part of any railway or street railway passenger car or bus, operated on a regular schedule between designated stations, provided by a common carrier for passenger service only, caused by the wrecking of

the conveyance, and such injuries independently and exclusively of disease and all other causes shall continuously and wholly disable the Insured from the date of the accident and result in any of the following specific losses within thirteen weeks from the date of the accident, the Association will pay in lieu of all other indemnity:

For Loss of Life\$10,000.00

And in addition, \$400 a month for that part of the period between the date of accident and the date of death.

For Loss of Both Eyes 10,000.00

For Loss of Both Hands 10,000.00

For Loss of Both Feet 10,000.00

For Loss of One Hand and One Foot .. 10,000.00

For Loss of Either Hand 3,000.00

For Loss of Either Foot 3,000.00

For Loss of Either Eye 3,000.00

Loss in every case referred to in the above schedule for dismemberment of hands and feet shall mean severance at or above the wrist or above the ankle joint, respectively, and the loss of eye or eyes shall mean the total and irrecoverable loss of entire sight thereof. Only one of the amounts named in this part will be paid for injuries resulting from one accident, and shall be in lieu of all other indemnity.

Part C.

Total Accident Disability Two Hundred Dollars Per Month for Life.

If such injuries as described in the Insuring Clause, do not result in any of the above mentioned specific losses but shall wholly and continuously disable the Insured for one day or more, the Association will pay a monthly indemnity at the rate of One Hundred (\$100.00) Dollars per month for the first fifteen days and at the rate of Two Hundred (\$200.00) Dollars per month thereafter so long as the Insured lives and suffers said total loss of time.

(Seal)

Series 340.

Part D.**Partial Accident Disability Eighty Dollars Per Month.**

If such injuries, as described in the Insuring Clause, shall wholly and continuously disable the Insured from performing one or more important duties, the Association will pay for the period of such partial loss of time, but not exceeding three consecutive months, a monthly indemnity of Eighty (\$80.00) Dollars.

Part E.**Double Indemnity Four Hundred Dollars Per Month for Life.**

If the Insured sustains injuries while riding as a passenger, within the enclosed part of any railway or street railway passenger car or bus, provided by a common carrier for passenger service only, caused by the wrecking of the conveyance, the Association will pay double the amount of monthly indemnity the Insured would otherwise receive.

Part F.**Full Indemnities for Septic Infection.**

If accidental bodily injuries covered by this policy result in septic infection or blood poisoning, the disability or loss consequent thereon shall be deemed due to accident, and indemnities therefor in full as provided by this policy will be paid for loss of life, limb, sight or time.

Part G.**Medical Attendance Fifty Dollars.**

If such injuries require immediate medical or surgical treatment by a physician, surgeon or osteopath, and Insured makes no other claim on account of such injuries, the Association will reimburse the Insured for the cost thereof, not exceeding Fifty (\$50.00) Dollars.

Part H.**Financial Aid Two Hundred Dollars.**

If such injuries render the Insured physically unable to communicate with friends, the Association will, upon receipt of a message giving this Policy number, immediately transmit to the relatives or friends of the Insured

any information respecting him, and will defray all expenses necessary to put the Insured in communication with, and in the care of friends, provided such expense shall not exceed the sum of Two Hundred (\$200.00) Dollars. This benefit to be in addition to any other benefits.

Part I.

Air Travel Coverage.

This policy covers injuries caused by any of the hazards of aviation while the Insured is riding as a fare paying passenger in a licensed passenger airplane provided by an incorporated common carrier of passengers and while operated by a licensed transport pilot upon a regular passenger route between definitely established airports.

Illness Indemnities.

Part J.

Confining Illness Two Hundred Dollars Per Month for Life.

The Association will pay, for one day or more, at the rate of One Hundred (\$100.00) Dollars per month the first fifteen days and at the rate of Two Hundred (\$200.00) Dollars per month thereafter for disability resulting from disease, the cause of which originates more than thirty days after the date of this policy, and which confines the Insured continuously within doors and requires regular visits therein by legally qualified physician; provided said disease necessitates total disability and total loss of time.

Part K.

Non-Confining Illness One Hundred Dollars Per Month.

The Association will pay, for one day or more, at the rate of One Hundred (\$100.00) Dollars per month, but not exceeding one month, for disability resulting from disease, the cause which originates more than thirty days after the date of this policy, and which does not confine the Insured continuously within doors but requires regular medical attention; provided said disease necessitates total disability and total loss of time.

Part L.

Additional Benefits if Confined to Hospital.

If the Insured on account of any accidental injury or disease covered by this policy shall enter a hospital and be necessarily and continuously confined therein solely on account of said injury or disease, the Association will reimburse him for his actual hospital expense, but not exceeding One Hundred Fifty (\$150.00) Dollars per month or a proportionate amount for any fractional part of a month. This benefit is in addition to any other monthly benefits and shall be payable for a period not exceeding three months.

Standard Provisions.

1. This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No reduction shall be made in any indemnity herein provided by reason of change in the occupation of the Insured or by reason of his doing any act or thing pertaining to any other occupation.

2. No statement made by the applicant for insurance not included herein shall avoid the policy or be used in any legal proceeding hereunder. No agent has authority to change this policy or to waive any of its provisions. No change in this policy shall be valid, unless approved by an executive officer of the Association and such approval be endorsed hereon.

3. If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of the premium by the Association or any of its duly authorized agents shall reinstate the policy, but only to cover accidental injury thereafter sustained and such sickness as may begin more than ten days after the date of such acceptance.

4. Written notice of injury or of sickness on which claim may be based must be given to the Association within twenty days after the date of the accident causing such injury or within ten days after the commencement of disability from such sickness. In the event of accidental death immediate notice thereof must be given to the Association.

5. Such notice given by or in behalf of the Insured or beneficiary, as the case may be, to the Association at Omaha, Nebraska, or to any authorized agent of the Association, with particulars sufficient to identify the Insured,

shall be deemed to be notice to the Association. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

6. The Association upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

7. Affirmative proof of loss must be furnished to the Association at its said office in case of claim for loss of time from disability within ninety days after the termination of the period for which the Association is liable, and in case of claim for any other loss within ninety days after the date of such loss.

8. The Association shall have the right and opportunity to examine the person of the Insured when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

9. All indemnities provided in this policy for loss other than that of time on account of disability will be paid within sixty days after receipt of due proof.

10. Upon request of the Insured and subject to due proof of loss all of the accrued indemnity for loss of time on account of disability will be paid at the expiration of each month during the continuance of the period for which the Association is liable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.

11. Indemnity for loss of life of the Insured is payable to the beneficiary if surviving the Insured, and otherwise to the estate of the Insured. All other indemnities of this policy are payable to the Insured.

12. If the Insured shall at any time change his occupation to one classified by the Association as less hazardous than that stated in the policy, the Association, upon written request of the Insured and surrender of the policy, will cancel the same and will return to the Insured the unearned premium.

13. Consent of the beneficiary shall not be requisite to surrender or assignment of this policy, or to change of beneficiary, or to any other changes in the policy.

14. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the policy.

15. If any time limitation of this policy with respect to giving notice of claim or furnishing proof of loss is less than that permitted by the law of the state in which the Insured resides at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

Additional Provisions.

(a) This policy does not cover death, disability, or other loss sustained in any part of the world except the United States and Canada, or while engaged in military or naval service, or while the Insured is not continuously under the professional care and regular attendance, at least once a week, beginning with the first treatment, of a licensed physician or surgeon, other than himself; or received because of or while participating in aeronautics except as provided in Part I; or resulting from insanity or disability from any disease of organs which are not common to both sexes.

(b) Strict compliance on the part of the Insured and beneficiary with all the provisions and agreements of this policy, and the application signed by the Insured, is a condition precedent to recovery, and any failure in this respect shall forfeit to the Association all right to any indemnity.

(c) The copy of the application endorsed herein is hereby made a part of this contract and this policy is issued in consideration of the statements made by the Insured in the application and the payment in advance of Twenty-seven (\$27.00) Dollars as first payment; and the payment in advance of premiums of Seventeen (\$17.00) Dollars quarterly or Sixty-eight (\$68.00) Dollars annually thereafter, beginning with April 1, 1932, is required to keep this policy in continuous effect. If any such dues be un-

paid at the office of the Association in Omaha, Nebraska, this policy shall terminate on the day such payment is due. The mailing of notice to the Insured at least fifteen days prior to the date they are due shall constitute legal notice of dues.

The acceptance of any premium on this policy shall be optional with the Association and should the premium provided for herein be insufficient to meet the requirements of the Association, it may call for the difference as required.

(d) The term of this policy begins at 12 o'clock noon, Standard Time, on date of delivery to and acceptance by the Insured against accident and on the thirty-first day thereafter against disease and ends at 12 o'clock noon on date any renewal is due.

(e) No provision of the charter or by-laws of the Association not included herein shall avoid the policy or be used in any legal proceeding hereunder.

(f) The maximum liability of the Association under this policy shall be the largest amount stated herein.

(g) The Annual Meeting of the Association will be held at ten o'clock A. M. on the second Saturday after the first day of February, at the Home Office of the Association.

IN WITNESS WHEREOF, Mutual Benefit Health & Accident Association has caused this policy to be signed by its President and its Treasurer, and dated this 10th day of December, 1931, but the same shall not be binding upon the Association until countersigned by its duly authorized Policy Clerk.

A. I. Welles,
President.

C. C. Criss,
Treasurer.

Countersigned by
E. C. Balis,
Policy Clerk.

Waiver of Premium.

When claim for permanent total disability of the Insured, due to bodily injuries or sickness covered by this policy, has been filed and approved while this policy is in force, there will be no further premium payable, but the Insured will draw benefits as provided in the policy.

In Witness Whereof, Mutual Benefit Health & Accident Association has caused this endorsement to be signed by its President and its Vice-President.

C. C. Criss,
President.

F. W. Engler,
Vice-President.

Series 727.

Non-Cancellable Endorsement.

The Association cannot cancel this policy for any period for which the premium has been paid.

In Witness Whereof, Mutual Benefit Health & Accident Association has caused this endorsement to be signed by its President and its Treasurer.

A. I. Welles,
President.

C. C. Criss,
Treasurer.

Series 1125.

Copy of Application.

1. What is your full name? Paul Miccolis.

2. What is your age? 48. Sex? Male. Date of Birth? Febr. 1883.
 Place of birth? Italy, (State) _____
 Height? 5 feet 10 inches. Weight? 205 Pounds.

3. What is your residence address? 1900 West 8th Avenue.
 Town of Gary, State of Indiana.
 Address to which premium notices are to be sent
 Same as above.

4. Whom do you name as beneficiary? Name Antonio P. Miccolis. Address Same.
 What is the relationship of the beneficiary to you?
 Wife.

5. Are you member of firm or employee? Member of firm.

Name of firm? Italian Food Products Co.

Nature of business? Grocery and meat market.

Location of firm? 1238 Broadway.

Town of Gary, State of Indiana.

6. What is your occupation? Proprietor.

7. What are all of your duties connected therewith? Office duties only.

8. What accident or health insurance do you carry? Give names of all companies or associations and amounts none.

Have you any application for life, accident or health insurance pending? Answer as to each No.

9. Has any application ever made by you for life, accident or health insurance been declined? Answer as to each no.

Has any life, health or accident policy issued to you been cancelled? Answer as to each no.

Has any renewal of a life, accident or health policy been refused by any company or association? Answer as to each no. If so, give full particulars

10. Have you ever made claim for or received indemnity on account of any injury or illness? If so, give companies or associations, dates, amounts and causes no.

11. Are you sound physically and mentally? Answer as to each yes. Are you maimed or deformed? Answer as to each no.

Have you any impairment of sight or hearing?

Answer as to each no. Have you ever had a hernia? no.

Are your habits correct and temperate? yes.

12. Have you ever had any of the following diseases: Rheumatism? No. Epilepsy? no. Diabetes? no.

Heart Disease? no. Have you or any member of your family ever had Tuberculosis? no.

Any disease of the brain or nervous system? no.

13. Have you received medical or surgical advice or treatment or had any local or constitutional disease within the past five years? Answer as to each from colds once in a while.

In (Year) for (Nature of Disease)
 lasting (State Duration)
 In for lasting

14. Have you ever been operated on by a physician or surgeon? no. Date

For Result

15. Do your average monthly earnings exceed the monthly indemnity payable under the policy now applied for and under all other accident and health policies now carried by you? yes. What are your average monthly earnings? \$800.

16. What is the form number of policy applied for? 68V. What is the premium? \$27.00 initial & \$17.00 quarterly.

17. Do you agree that this application shall not be binding upon the Association until accepted by the Association, nor until the policy is accepted by the Insured while in good health and free from injury? yes.

18. Do you hereby apply to the Mutual Benefit Health & Accident Association for a policy to be based upon the foregoing statements of facts, and do you understand and agree that the falsity of any statement in this application shall bar the right to recover if such false statement is made with intent to deceive or materially affects either the acceptance of the risk or the hazard assumed by the Association, and do you agree to notify the Association promptly of any change in your occupation, or if you take additional insurance, and do you hereby authorize any physician or other person who has attended or may attend you to disclose any information thus acquired? yes.

Dated at Gary, Indiana, this 7th day of December, 1931.

(Signature of applicant) Paul Miccolis.

(Burns Ind. Stat. 1933, Old Vol. 8, Sec. 39-801.)

STANDARD POLICY FOR LIFE INSURANCE.

Provisions of Life Insurance Policies.—From and after July 1, 1909, no policy of life insurance shall be issued or delivered in this state or be issued by a life insurance company organized under the laws of this state, unless the same shall provide the following:

(1) That all premiums shall be payable in advance, either at the home office of the company, or to an agent of the company, upon delivery of a receipt signed by one (1) or more of the officers who shall be designated in the policy.

(2) For a grace of not less than thirty (30) days for the payment of every premium after the first year, which may be subject to an interest charge, during which period the insurance shall continue in force: Provided, That if the insured shall die within such period of grace, the unpaid premium for the current policy year may be deducted in any settlement under the policy.

(3) That the policy, together with the application therefor, a copy of which application shall be attached to the policy and made a part thereof, shall constitute the entire contract between the parties and shall be incontestable after it shall have been in force during the lifetime of the insured for two (2) years from its date, except for nonpayment of premiums and except for violation of the conditions of the policy relating to naval and military service in time of war.

(4) That if the age of the insured has been misstated, the amount payable under the policy shall be such as the premium would have purchased at the correct age of the insured.

(5) That all statements made by the insured in the application shall, in the absence of fraud, be deemed representations and not warranties.

(6) That the policy shall participate in the surplus of the company as apportioned by the board of directors of the company, and that, beginning not later than the end of the fifth policy year, the company will determine and account for the portion of the divisible surplus so ascertained accruing on the policy, and that the owner of the

policy shall have the right to have the current dividends arising from such participation paid in cash, and that at periods of not more than five (5) years, such accounting and payment at the option of the policyholder shall be had. The owner of the policy may elect to take any of the other dividend options in the policy. If the owner of the policy shall not elect any of the other dividend options provided in the policy, the apportioned dividends shall be held to the credit of the policy and be payable in cash at maturity of the policy or be withdrawable in cash at any anniversary of its date: Provided, however, If the policy shall contain a provision for an apportionment of the surplus at the end of the first policy year, and annually thereafter, then in that event, said policy may provide that each dividend shall be paid subject to the payment of the premium of the next ensuing year. This provision shall not be required in non-participating policies.

(7) A table showing in figures the loan values and the cash, paid-up and extended insurance options upon surrender, or available under the policy each year, upon default in premium payment, during at least the first twenty (20) years of the policy, beginning not later than the end of the third policy year, which values shall be equal to the full reserve on the policy, less not to exceed two and one-half ($2\frac{1}{2}$) per cent of the sum insured; following this table there shall be a clause specifying the mortality table and rate of interest adopted for computing the reserve and specifying the basis for the values and options after the period covered by the table. This provision shall not apply to term policies nor to any form of paid-up insurance issued or granted in exchange for lapsed or surrendered policies.

(8) Policies issued by companies doing business in this state may provide for not more than one (1) year preliminary term insurance by incorporation therein (of) the following clause immediately following the table of options and statement of basis therefor: "The first year's insurance under this policy is term insurance, purchased by the whole or part of the premium to be received during the first policy year and the policy shall be valued according to its terms and the laws of the state of Indiana."

(9) That after three (3) full years' premiums shall have been paid, the company, at any time, while the policy is in force, will loan, on the execution of a proper assignment of the policy, and on the sole security thereof, at a specified rate of interest, a sum equal to, or at the option of the

insured, less than the amount stated in the table of options to be loaned at the end of the current policy year plus the value of the reserve on any dividend additions to the policy, and that the company will deduct from such loan value any existing indebtedness on or secured by the policy and any unpaid balance of the premium for the current policy year, and may collect interest in advance on the loan to the end of the current policy year; and may further provide that such loan may be deferred for not exceeding six (6) months after the application therefor is made. It shall be further stipulated in the policy that failure to repay any such loan or pay interest thereon shall not void the policy unless such total indebtedness to the company shall equal or exceed such loan value at the time of such failure, nor until thirty (30) days after notice shall have been mailed by company to the last known address of the insured and to the assignee, if any, if such assignee has notified the company of his address. No condition other than as herein provided shall be exacted as a prerequisite to any such loan. This provision shall not be required in term policies nor shall it apply to paid-up insurance issued or granted in exchange for lapsed or surrendered policies.

(10) That in the event of default of premium payment after premiums have been paid for not less than three (3) years, the insured shall be entitled to the extended insurance shown in the table of values and options for the end of the last year for which full annual premiums shall have been paid: Provided, That if there be any unpaid note given for a premium or any indebtedness to the company on account of or secured by the policy, the amount of extended insurance shall be reduced in the ratio of such indebtedness to the net value of such extended insurance; or, the amount of such indebtedness shall be deducted from the net value of the extended insurance otherwise available and the balance shall be applied as a net single premium to purchase extended insurance for an amount equal either to the face of the policy or to the face of the policy less the amount of such indebtedness; And, provided, That the policy may be surrendered to the company at its home office within one (1) month from the due date of the unpaid premium for a specified cash value at least equal to the sum which would otherwise be available for the purchase of extended insurance as aforesaid; And, provided, further, That the company may defer payment for not more than six (6) months after the application therefor is made.

This provision shall not be required in term insurance of twenty (20) years or less.

(11) That, should there have been default in premium payment, and the value of the policy applied to the extension of the insurance, and such insurance be in force and the original policy not surrendered to the company and canceled, the policy may be reinstated within three (3) years from such default, upon evidence of insurability satisfactory to the company and payment of arrears of premiums with interest.

(12) That when a policy shall become a claim by the death of the insured, settlement shall be made upon receipt of due proof of death and of the interest of the claimant and not later than two (2) months after receipt of such proof.

(13) A title on the face and on the back of the policy describing the same.

Any of the foregoing provisions or portions thereof relating to premiums not applicable to single premium policies shall to that extent not be incorporated therein. The foregoing provisions of this section five (5) shall not apply to policies issued on substandard, under average or impaired risks. (Acts 1909, ch. 95, § 5, p. 247; 1925, ch. 195, § 1, p. 466.)

Sec. 39-4306, New Vol. 8, Burns R. S. 1933.

(STANDARD PROVISIONS—HEALTH AND ACCIDENT POLICIES.)

(a) On and after the first day of July, 1935, no policy of insurance against loss or damage from sickness, or the bodily injury or death of the insured by accident, shall be issued or delivered to any person in this state by any domestic company, or, any foreign or alien company authorized to do business in this state, until a copy of the form thereof and of the classification of risks and the premium rates pertaining thereto have been filed with the department; nor shall it be so issued or delivered until the expiration of thirty (30) days after it has been so filed unless the department shall sooner give its written approval thereto.

(c) Every such policy so issued shall contain certain standard provisions, which shall be in the words and in the

order hereinafter set forth and be preceded in every policy by the caption "Standard Provisions." In each such standard provisions wherever the word "insurer" is used there shall be substituted therefor "company" or "corporation" or "association" or "society" or such other word as will properly designate the insurer. Said standard provisions shall be:

(A): 1. This policy includes the indorsements and attached papers, if any, and contains the entire contract of insurance. No reduction shall be made in any indemnity herein provided by reason of change in the occupation of the insured or by reason of his doing any act or thing pertaining to any other occupation.

(B): 1. This policy includes the indorsements and attached papers, if any, and contains the entire contract of insurance except as it may be modified by the insurer's classification of risks and premium rates in the event that the insured is injured after having changed his occupation to one classified by the insurer as more hazardous than that stated in the policy, or while he is doing any act or thing pertaining to any occupation so classified, except ordinary duties about his residence or while engaged in recreation, in which event the insurer will pay only such portion of the indemnities provided in the policy as the premium paid would have purchased at the rate but within the limits so fixed by the insurer for such more hazardous occupation.

If the law of the state in which the insured resides at the time this policy is issued requires that prior to its issue a statement of the premium rates and classification of risks pertaining to it shall be filed with the state official having supervision of insurance in such state, then the premium rates and classification of risks mentioned in this policy shall mean only such as have been last filed by the insurer in accordance with such law, but if such filing is not required by such law, then they shall mean the insurer's premium rates and classification of risks last made effective by it in such state prior to the occurrence of the loss for which the insurer is liable.

(2) A standard provision relative to changes in the contract, which shall be in the following form:

2. No statement made by the applicant for insurance not included herein shall avoid the policy or be used in any legal proceeding hereunder. No agent has authority to change this policy, or waive any of its provisions. No

change in this policy shall be valid unless approved by an executive officer of the insurer and such approval be indorsed hereon.

(11) A standard provision relative to indemnity payments which may be in either of the two (2) following forms: Form (A) to be used in policies which designate a beneficiary and form (B) to be used in policies which do not designate any beneficiary other than the insured.

(A): 11. Indemnity for loss of life of the insured is payable to the beneficiary if surviving the insured and otherwise to the estate of the insured. All other indemnities of this policy are payable to the insured.

(B): 11. All the indemnities of this policy are payable to the insured.

(13) A standard provision relative to the rights of the beneficiary under the policy which shall be in the following form and which may be omitted from any policy not designating a beneficiary:

13. Consent of the beneficiary shall not be requisite to surrender or assignment of this policy, or to change of beneficiary, or to any other changes in the policy.

(1) An optional standard provision relative to cancellation of the policy at the instance of the insurer as follows:

16. The insurer may cancel this policy at any time by written notice delivered to the insured or mailed to his last address, as shown by the records of the insurer, together with cash or the insurer's check for the unearned portion of the premiums actually paid by the insured, and such cancellation shall be without prejudice to any claim originating prior thereto.